

*Felicia A. Moore*  
 A RESOLUTION  
 BY COUNCILMEMBER FELICIA A. MOORE

*Clota H. Johnson*  
 A RESOLUTION AUTHORIZING THE FINANCE/ EXECUTIVE COMMITTEE  
 TO CONDUCT A HEARING ON THE AGREEMENTS BETWEEN COGNOS  
 CORPORATION AND THE CITY OF ATLANTA; AND FOR OTHER  
 PURPOSES.

WHEREAS, it appears that the City of Atlanta ("City") received software and consulting services from Cognos Corporation ("Cognos") pursuant to agreements executed on behalf of the City between 2005 and 2006, without prior City Council approval; and

WHEREAS, Ordinance 08-O-0634, a copy of which is attached, authorizes the Chief Financial Officer to remit payment to Cognos for outstanding invoices through January 31, 2008, in an amount not to exceed \$927,771.63; and

WHEREAS, the Finance/ Executive Committee would like to obtain more information on the history and nature of the relationship between the City and Cognos; and

WHEREAS, pursuant to Section 2-406 of the Charter of the City of Atlanta, the Council, or any Committee to which such power is specifically granted by the Council, is authorized to conduct hearings and investigations into the operations and affairs of the City or any Department; and

WHEREAS, the Finance/ Executive Committee desires to conduct a hearing regarding the agreements between the City and Cognos.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Finance/ Executive Committee is hereby authorized to conduct a hearing regarding the agreements between the City of Atlanta and Cognos Corporation, which were executed without prior City Council approval, and to issue subpoenas to compel the attendance of witnesses in accordance with Section 2-103 of the Atlanta City Code of Ordinances.

BE IT FURTHER RESOLVED, that all Resolutions and parts of Resolutions in conflict herewith are hereby waived to the extent of the conflict.



## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

DEPARTMENT OF FINANCE  
68 MITCHELL STREET, S. W., SUITE 11100  
ATLANTA, GEORGIA 30335-0312  
VOICE (404) 330-6430 FAX (404) 658-6667

JANICE D. DAVIS  
CHIEF FINANCIAL OFFICER

TO: Honorable Howard Shook, Chair, Finance Executive Committee  
Honorable Members of the Finance Executive Committee

FROM: Janice D. Davis, Chief Financial Officer *J. Davis*

SUBJECT: 08-O-0634

DATE: April 30, 2008

The above referenced legislation is on the agenda for consideration at today's Finance Executive Committee meeting. This legislation, if approved, would waive the Procurement code to authorize the payment of outstanding invoices through January 31, 2008 to Cognos Corporation (Cognos). Further, it would authorize the Mayor to execute the appropriate contractual agreements with Cognos. A chronology of our Cognos relationship is attached.

The Cognos agreement had been used to develop a budget system which was used to some extent during preparation of the 2008 budget. The contract was also used to develop the ATLStat presentations for some department. When we were presented with the past due invoices in November, 2007, we were told that support would stop unless I was willing to sign another order agreement. In the absence of a valid contract or purchase order I refused to sign the agreement and support for the budget system was discontinued at that time. An agreement was signed by the Mayor's Office to continue support to the ATL Stat project. To date, we have incurred \$3,997,727.19 in expenditures and have paid a total of \$ 2,872, 289.21. (Spreadsheet attached)

The funds we are seeking today will cover the delinquent payments incurred by both the budget and ATL Stat projects through January 30, 2008. The remaining funds will cover our obligation to pay for the software license and support (\$375,000) and provide funding to complete work on the budget system. The 2009 budget was done completely with Excel spreadsheets and required extensive manual interaction. The Cognos software is an excellent data warehouse and budgeting tool and will greatly enhance our reporting capabilities.

If you need additional information, please let me know.

cc: Honorable Members of the City Council  
Honorable Mayor, Shirley Franklin  
E. Ray Zies, Controller

CPN #	DATE	AMOUNT	DESCRIPTION	CPN #
259720	26-Sep-07	\$ 1,693.40	TRAVEL	CPN # 26101
260279	30-Sep-07	\$ 911.25	SERVICES	CPN # 26101
260742	30-Sep-07	\$ 55,710.00	SERVICES	CPN # 26101
26101	13-Sep-06	\$ 135,000.00	COUPON	CPN # 26101
261416	24-Oct-07	\$ 1,373.00	SERVICES	CPN # 26101
261417	24-Oct-07	\$ 9,101.25	SERVICES	CPN # 26101
261418	24-Oct-07	\$ 8,100.00	SERVICES	CPN # 26101
261419	24-Oct-07	\$ 3,845.00	SERVICES	CPN # 26101
261421	24-Oct-07	\$ 33,232.00	SERVICES	CPN # 26101
261422	24-Oct-07	\$ 1,440.00	SERVICES	CPN # 26101
261585	25-Oct-07	\$ 988.00	EDUCATION	CPN # 26101
261714	25-Oct-07	\$ 13,915.75	SERVICES	CPN # 26101
261715	25-Oct-07	\$ 64,530.00	SERVICES	CPN # 26101
261719	25-Oct-07	\$ 7,684.25	SERVICES	CPN # 26101
262591	30-Oct-07	\$ 61,560.00	TRAVEL	CPN # 26101
262662	30-Oct-07	\$ 3,271.30	TRAVEL	CPN # 26101
263691	25-Nov-07	\$ 1,184.03	EDUCATION	CPN # 26101
263930	29-Oct-07	\$ 700.00	EDUCATION	CPN # 26101
284231	31-Oct-07	\$ 782.00	EDUCATION	CPN # 26101
284530	30-Nov-07	\$ 102,172.50	SERVICES	CPN # 26101
284768	8-Dec-07	\$ 3,496.58	TRAVEL	CPN # 26101
28588	30-Dec-06	\$ 105,672.00	COUPON	CPN # 26101
28688	30-Dec-06	\$ 98,974.00	COUPON	CPN # 26101
28688	30-Dec-06	\$ -	COUPON	CPN # 26101
31925	29-Jul-07	\$ 4,000.00	COUPON	CPN # 26101
286535	30-Dec-07	\$ 4,216.93	TRAVEL	CPN # 26101
286936	30-Dec-07	\$ 86,130.00	SERVICES	CPN # 26101
289062	31-Dec-07	\$ 3,213.51	TRAVEL	CPN # 26101
289451	30-Jan-08	\$ 86,127.50	SERVICES	CPN # 26101
289055	30-Jan-08	\$ 1,137.40	TRAVEL	CPN # 26101
		\$ 3,897,727.19		
		\$ 552,771.63		
		\$ 927,771.63		

## Cognos Chronology

May 5, 2003 -May 13, 2003	City Council approves and the Mayor signs legislation 03-R-0608 authorizing a one year sole source contract with GEAC for a not to exceed amount of \$ 662,694. The contract was to provide an upgrade to the MARS/G financial system. In the request for a sole source designation a reference was made to a budget system and data warehouse.
May 31, 2005	Adam Smith, signs a Cognos General software license. (Attached)
September 18, 2006	William Fitzgerald signs a service rate agreement establishing hourly rates with a minimum usage of \$ 135,000. (Attached)
November 30, 2006	Chuck Meadows signs a 4 year agreement with Cognos for \$ 2,140,000. (Attached) We are also obligated to make support service payments of \$ 340, 000 per year.
November, 2007	Cognos submits request for delinquent invoices.
November 30, 2007	Caroline Fooshee signs services confirmation agreement with Cognos (Attached)

Davis, Janice

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From: Meadows, Chuck  
Sent: Wednesday, August 22, 2007 12:22 PM  
To: Davis, Janice  
Subject: RE: Cognos

Yes. Cognos was formerly a GEAC product, who I believe were the same MARS/G vendors. We bought it from GEAC back before I got here, and actually trained folks on it before I started with the city also.

-----Original Message-----

From: Davis, Janice  
Sent: Wednesday, August 22, 2007 11:53 AM  
To: Meadows, Chuck  
Subject: RE: Cognos

Was there a previous contract? I see expenditures with them of almost \$ 2.9M since 2005.

Janice D. Davis  
Chief Financial Officer  
City of Atlanta  
404-330-6430  
404-658-6667 (fax)

-----Original Message-----

From: Meadows, Chuck  
Sent: Wednesday, August 22, 2007 11:29 AM  
To: Davis, Janice  
Subject: Re: Cognos

Our engagement with Cognos is covered in a \$2.3 million, 4-year license agreement that was funded last year. DOP ruled that since we were merely expanding our capacity and functionality in a program that we already owned that we did not need to go through a separate procurement process. With that \$2.3 million purchase came some implementation coupons, the last of which are being used now. BFP has \$100K budgeted for additional services, and my plan was to use the funding set aside for a Cognos project manager (formerly Dorinda) to add to that budget instead of filling that position.

-----Original Message-----

From: "Davis, Janice" <JDavis@AtlantaGa.Gov>  
Subj: Cognos  
Date: Wed Aug 22, 2007 10:49 am  
Size: 180 bytes  
To: "Meadows, Chuck" <CMeadows@AtlantaGa.Gov>

I need that information for a meeting this afternoon.

Janice D. Davis  
Chief Financial Officer  
City of Atlanta

2002 -&gt; 2004 -&gt;

12012 Sunset Hills Road  
Suite 500  
Reston, VA 20190**Services Confirmation****CONSULTING SERVICES**

To: City of Atlanta  
 Contact: **Caroline Fooshee**  
 Phone: **404-330-6045**  
 Email: **Cfooshee@atlantaga.gov**

From: **Charles Ruffner**  
 Title: **Client Director**  
 Phone: **404-909-4021**  
 E-mail: **charles.ruffner@cognos.com**

This Services Confirmation Agreement ("Service Confirmation") confirms the consulting or education services you have requested from Cognos Corporation ("Cognos") and is governed by the Cognos General Software License, Support and Service Terms ("Terms") dated as of May 31, 2005 by and between Cognos and the City of Atlanta ("Customer"). Please check the description of the consulting or education services to be provided as referenced herein (the "Services"). If you find any discrepancies, please contact the above listed Cognos representative for revision. Your signature below acknowledges that you have read and agree with the details as written and hereby authorize the consulting engagement. Customer acknowledges that its signature below constitutes acceptance of this Confirmation shall be binding upon Customer. In the event of any conflict between the provisions of the Terms and the provisions of this Service Confirmation, the provisions of this Service Confirmation shall govern. A signed confirmation must be returned prior to the start date.

**SERVICES SITE**

City of Atlanta  
 68 Mitchell Street  
 Suite 13100  
 Atlanta, GA 30303

**SERVICES INVOICING ADDRESS**

City of Atlanta  
 68 Mitchell Street  
 Suite 13100  
 Atlanta, GA 30303

**T&L INVOICING ADDRESS**

City of Atlanta  
 68 Mitchell Street  
 Suite 13100  
 Atlanta, GA 30303

**TASKS TO BE PERFORMED - \*Modification to add resource and increase allowable days****COST/RATE**

- |  |                    |
|--|--------------------|
| ➤ <b>Vincent Chikwanha (BIST) ATLSTAT: Developer</b> – 30 additional days for a revised total of up to 60 days         | <b>\$180/hr</b>    |
| ➤ <b>Michael Ensley (BISR): Develop &amp; deploy metrics</b> - 30 additional days for a revised total of up to 90 days | <b>\$202.50/hr</b> |
| ➤ <b>Susan Gartner (BISR): Develop &amp; deploy metrics</b> -New resource, up to 30 days                               | <b>\$202.50/hr</b> |

**BILLING INFORMATION**

Payment Method:	<b>Direct Bill</b>	Travel & Living Charges:	Invoiced separately. Not included in Services Cost.
Consultant(s):	<b>See above</b>	Project Name:	<b>Citywide</b>
Scheduled Dates:	<b>December 1 – January 15, 2008</b>	Salesperson:	<b>Johnson</b>
Duration:	<b>*See above</b>	Customer #:	<b>534584</b>

Customer understands that Services are provided on a time and material basis and in no event will any consulting be considered a fixed price contract. Cognos does not guarantee any estimates.

Travel and living expenses for consultants incurred based on Cognos Corporation's Travel & Living Policy are billed at cost on a separate summary invoice and are not included in the rates for services. The fee for such expenses shall be due and payable within thirty (30) days of receipt of invoice.

Hours outside of the standard workday will be charged at 1 coupon/hour or by hourly rate increments.

Cognos reserves the right to assign a consultant other than the one noted on this Confirmation. Additional days scheduled for the same level of services will be billed at the rate listed above. Rates and/or consultants may change in the event that additional days scheduled require a different level of services.

Customer shall have 10 days from the date of delivery of the Services ("Notification Period") to test and inspect the Services. In the event Customer reasonably determines that the Services do not conform to the specifications or other requirements set forth in the applicable Statement of Work, Customer shall notify Cognos in writing during the Notification Period detailing how the Services do not conform to such specifications and requirements. Cognos shall re-perform any non-conforming Services at no additional charge. If Customer fails to notify Cognos that the Services do not conform during the Notification Period then Customer shall be deemed to have accepted the Services in full.

If your company requires a purchase order for payment, provide the PO numbers below and include the purchase order with your reply.

**Cancellation Policy:** You may cancel this engagement at no charge at any time before ten (10) business days prior to the start date. If you cancel within ten (10) business days prior to the start date, you may be charged 50% of the total fee for the days canceled.

**COGNOS CORPORATION****CITY OF ATLANTA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO# for Services: \_\_\_\_\_

PO# for Expenses: \_\_\_\_\_

## ORDER AGREEMENT

This Order Agreement ("Order Agreement"), effective as of the 30<sup>th</sup> day of November, 2006 ("Effective Date"), is by and between Cognos Corporation, a Delaware corporation located at 15 Wayside Road, Burlington, Massachusetts 01803 ("Cognos") and the business entity identified below ("Licensee") and shall be governed by the Cognos General Software License, Support and Service Terms ("Terms") by and between the parties effective as of May 31, 2005. Capitalized terms in this Order Agreement not otherwise defined shall have the same meanings as set forth in the Terms. In the event of any conflict between the provisions of the Terms and the provisions of this Order Agreement, the provisions of this Order Agreement shall govern.

1. **Licensee:** City of Atlanta  
68 Mitchell Street, S.W.  
Suite 13100  
Atlanta, GA 30303

2. **Software License Terms:**

Cognos grants to Licensee a perpetual, non-exclusive, non-transferable (except as otherwise provided in the Terms) license to use the following Software solely for Licensee's internal use in North America:

**License**

Item No.	Software Product	License Type	No. of Named Users/Copies
1	BI Administrator, BI SDK User, Data Manager Engine, Data Manager Connector, BI Development Server	Intranet/Enterprise Bundle License	Anonymous Users

Licensee shall receive Cognos Standard Support beginning on the Effective Date, renewable annually.

**Definitions and Restrictions**

- (i) "Intranet" means use of Software by Licensee's employees using an internal network not accessible to the general public.
- (ii) "Related Server" means a reasonable number of copies of the corresponding network server Software required solely to allow Licensee to deploy and support the applicable authorized users licensed pursuant to this Order Agreement in a production environment.
- (iii) "Anonymous Users" means that Licensee can allow authorized users with the Authorized Departments and Agencies to access the corresponding Software, as needed without regard for the number of such users, and with respect to the BI Administrator, BI SDK User and Data Manager Developer Software, the Software shall be deployed solely through the corresponding Related Server(s).
- (iv) "Authorized Departments and Agencies" mean those departments and agencies of the City of Atlanta set forth on Schedule A attached hereto.
- (v) "BI Administrator" license means Licensee may permit the Anonymous Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; (iii) use the Query Studio, Report Studio, Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; and (v) use the OLAP Builder, OLAP Modeler, and Map Manager modules and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (vi) "BI SDK User" license means Licensee may permit the Anonymous Users to access the API via SDK to perform customization to meet unique requirements provided that any such Anonymous User is also a licensed user of any of the following Software: BI Administrator, BI Professional or BI Professional Author.
- (vii) "Enterprise Bundle License" means, subject to the provisions of Additional Term Section 7(iv) below, the Licensee may access the following Software: Anonymous Users of BI Administrator, BI SDK User and Data Manager Developer; a Base Configuration of Data Manager Engine; and a Development License of BI Development Server.
- (viii) "Base Configuration" means the Licensee shall have the right to deploy the Software as follows: 1 Production Data Manager Engine and all currently available Native Database Drivers, ODBC Drivers, Flat File Drivers, together with unlimited database source connections, unlimited Target RDBMS, Microsoft OLAP Services exports (Windows only). Licensee may deploy the Data Manager Engine on network server(s) without regard for the number of microprocessors.
- (ix) "Development License" means Licensee shall have the right to deploy the corresponding Software on network server(s), and allow (a) up to the number of Named Users of BI Administrator licensed by Licensee for its production environment and (b) a reasonable number of other authorized users to access the Software for the purpose of quality control, testing and development only and may not use the Software for production or any other purpose whatsoever.

3. **Fees/Payment Terms:**

License Fee\*, Alliance Support Fee and Coupons Fee: \$2,140,000.00

\*First Year Support Services included.

Payment Terms:

Net 30 days from the Effective Date.

Shipping and tax not included.

4. **Related Documentation:**

Licensee shall receive one (1) copy of Related Documentation for each Software item licensed hereunder. Licensee has the right to make extra copies of Related Documentation up to the number of copies licensed; provided Licensee reproduces all proprietary right notices which appear on the original version of Related Documentation.

5. **Alliance Support**

In addition to the annual Standard Support Services provided with the Software licensed by Licensee hereunder, Licensee shall also purchase Cognos Alliance Support Services for a fee of \$40,000.00 (included in the Fees set forth in Section 3 above), which will entitle Licensee to Alliance Support Services in accordance with the Cognos Support Plans Guide for a total of one (1) Support Group (as such term is defined in the Cognos Support Plans Guide) during the twelve-month period commencing on the Effective Date. For each Support Group purchased by Licensee, Licensee shall provide Cognos with the designated Support Group contact name and site location, within 30 days from the Effective Date. Licensee shall have the right to renew Cognos

Alliance Support Services at the end of the twelve-month period commencing on the Effective Date by paying Cognos the then-current annual fee for such Cognos Alliance Support Services based on the number of Support Groups to be purchased by Licensee.

6. **Education/Consulting Services:**

Licensee shall purchase the education/consulting services coupons set forth below from Cognos, and the fee for such coupons shall be due and payable within thirty (30) days of the Effective Date. Reasonable travel and living expenses of Cognos consultants/instructors shall be billed separately and are not included in the fee set forth below. Coupons may only be applied against Services scheduled with and delivered by Cognos within one year from the date of purchase and may be redeemed as follows:

Public Education

- 2 coupons for one student day of standard public education in North America;
- 2.5 coupons for one student day of Administrative & Development level courses in North America;
- 3 coupons for one student day of advanced public education in North America; and
- 1 coupon for one student day of virtual public education in North America.

On-Site Education

- 16 coupons for one day of standard on-site education in North America for a maximum of twelve students;
- 24 coupons for one day of advanced on-site education in North America for a maximum of twelve students; and
- 4 coupons for one day if the rental of a Cognos classroom is required.

Consulting

- 8 coupons for Business Day of standard BI consulting services in North America;
- 9 coupons for Business Day of senior consulting services in North America;
- 10 coupons for Business Day of BI Engagement Management consulting services in North America;
- 12 coupons for Business Day of BI Advisor consulting services in North America;
- 12 coupons per Business Day of Analytical Application consulting services in North America;
- 1 coupon per consultant hour for services provided in a single day in excess of the Business Day;
- 9 coupons for Business Day of standard EP consulting services in North America;
- 10 coupons for Business Day of senior EP consulting services in North America;
- 11 coupons for Business Day of EP Project Management services in North America; and
- 12 coupons for Business Day of EP App Tech services in North America.

"Business Day" is eight working hours during a single day per consultant. Consulting services are provided in Business Day intervals and each consultant day will be calculated at a minimum of one Business Day.

Number of Coupons: 518 Total Fees: (included in the Fee set forth in Section 3 above)

7. **Additional Terms:**

- (i) The terms set forth herein are only valid if Cognos receives an executed copy of this Order Agreement prior to the close of business on November 30, 2006.
- (ii) Licensee understands that the terms set forth in this Order Agreement, including, but not limited to, the licensing and pricing terms, are Cognos Confidential Information, and except to the extent required by law Licensee may not disclose such terms to any third party without Cognos' prior written consent.
- (iii) The annual support service fee for standard support services for the annual support service terms beginning one, two and three years from the Effective Date for the Software licensed hereunder shall be \$340,000.00 per year. For the next two consecutive annual terms of paid support services thereafter, the annual support services fee for the Software licensed hereunder may not increase by an amount in excess of the percentage increase in the Consumer Price Index for the immediately preceding year.
- (iv) For a four year period from the Effective Date ("Site Term"), Licensee shall have the right to deploy the Software set forth in Section 2 above on an as needed basis to Licensee's employees within Authorized Departments and Agencies. At the end of the Site Term, Licensee shall provide Cognos with written notice on detailing the number of Named Users of the BI Administrator (categorized by number of Named Users using each functionality within the BI Administrator definition), BI SDK User and Data Manager Developer Software and the number of network servers and corresponding aggregate number of microprocessors of Data Manager Engine and BI Development Server Software set forth above, deployed as of November 30, 2010. At that time, the number of Named Users (and corresponding levels of functionality) and network servers/microprocessors, as applicable, shall remain fixed at the number of Named Users (and corresponding levels of functionality) and network servers/microprocessors deployed by Licensee and reported to Cognos at the end of the Site Term and Licensee shall continue to have a perpetual license to use such Software provided Licensee shall have no further right to copy the Software. Cognos shall have the right to enter Licensee's premises during business hours on 5 business days notice for the purpose of examining, or having examined (at Cognos' own expense), Licensee's relevant books, records and computers to verify Licensee's fulfillment of its obligations under this Order Agreement. "Named User" means an individual who is authorized by Licensee to use the specified Software, deployed through a corresponding Related Server, whether or not that individual is logged on to that Software.
- (v) Press Release - Licensee agrees to allow Cognos to prepare and distribute a press release within sixty (60) days of the Effective Date announcing the commitment Licensee has made to Cognos products and that Cognos is Licensee's standard for business intelligence software (i.e. reporting, analytical/OLAP, dashboard and scorecard software). Licensee will have the opportunity to review the release for accuracy and clarity. All content in the release will be jointly agreed upon. Licensee agrees to provide Cognos with a single customer quote as to why Licensee chose the Cognos solution. Any additional use for the quote will be negotiated in good faith by Licensee and Cognos. In such cases Cognos will be required to notify Licensee prior to usage. Cognos will issue the press release to North American media outlets via PR Newswire.

THE AUTHORIZED REPRESENTATIVES OF COGNOS AND LICENSEE HAVE EXECUTED THIS ORDER AGREEMENT SIGNIFYING THEIR AGREEMENT TO ITS CONTENTS.

COGNOS CORPORATION

By: [Signature]

Name: Kevin P. Shone

Title: Sr. Corporate Counsel/Secretary

CITY OF ATLANTA

By: [Signature]

Name: Charles Meadows

Title: Chief, Budget & Fiscal Policy



## SCHEDULE A

(Authorized Departments and Agencies)

Aviation  
Corrections  
Economic Development  
Executive Offices  
Finance  
Fire & Rescue  
Human Resources  
Information Technology  
Judicial Agencies  
Law  
Parks, Recreation, and Cultural Affairs  
Planning & Community  
Procurement  
Police Services  
Public Works  
Watershed Management

### SERVICES RATE AGREEMENT

This Services Rate Agreement ("Rate Agreement"), effective as of the 18<sup>th</sup> day of September, 2006 ("Effective Date"), is between Cognos Corporation, a Delaware corporation located at 15 Wayside Road, Burlington, Massachusetts 01803 ("COGNOS") and the business entity identified below ("CUSTOMER") and shall be governed pursuant to the Cognos General Software License, Support and Services Terms ("Terms") between Cognos and the City of Atlanta dated May 31, 2005. Capitalized terms in this Rate Agreement not otherwise defined shall have the same meanings as set forth in the Terms. In the event of any conflict between the provisions of the Terms and the provisions of this Rate Agreement, the provisions of this Rate Agreement shall govern.

1. **CUSTOMER:** CITY OF ATLANTA  
534584 Attn: Chuck Meadows, 404-330-6433, cmeadows@atlantaga.gov  
13100 Mitchell St SW  
Atlanta, GA 30303-0312

2. **Education/Consulting Services**  
For a period ending twelve (12) months from the Effective Date ("Pricing Term"), Customer shall have the right to purchase consulting services and/or education and training services (collectively, "Services") from Cognos for use in North America at the rates set forth below.

#### Consulting Services

BI Standard Consulting Services  
BI Senior Consulting Services  
OF Standard Consulting Services  
OF Senior Consulting Services  
Engagement/Project Mgmt. Consulting, BI or OF  
Application/Technical Architect Consulting, BI or OF  
Client Director or Practice Area Lead, BI or OF

#### Applicable Rate

\$180.00 per hour  
\$202.50 per hour  
\$202.50 per hour  
\$223.00 per hour  
\$225.00 per hour  
\$270.00 per hour  
\$270.00 per hour

#### Education/Training Services

Reporting & Analysis Courses\* Public Education  
Development & Administration courses\* Public Education  
FastTrack\* Public Education  
Rental of Classroom for on-site Education  
Onsite Education

#### Applicable Rate

\$494.00 per student day  
\$617.50 per student day  
\$741.00 per student day  
\$988.00 per day  
Cost equivalent to send 8 students to the corresponding Public Education

CUSTOMER understands and agrees that the aforementioned hourly rates for the Services are due to CUSTOMER'S commitment to purchase a minimum volume of \$135,000 in Services fees payable to Cognos ("Minimum Threshold"). In the event Customer fails to meet the Minimum Threshold during the Pricing Term, CUSTOMER shall pay Cognos an additional fee ("Additional Fee") calculated by subtracting the total cumulative fees actually paid by Customer to Cognos during the Pricing Term from the Minimum Threshold. The Additional Fee shall be deemed a prepayment of Services fees that must be utilized by Customer during the next six months.

The Additional Fee shall be invoiced by Cognos at the end of the Pricing Term and shall be due and payable by Customer net 30 days.

#### 3. **Travel & Living Expenses**

Travel and living expenses of COGNOS consultants/instructors incurred per COGNOS' Internal Travel & Living policy shall be billed separately. The fee for such expenses shall be due and payable within thirty (30) days of the date of the invoice.

#### 4. **Additional Term**

(i) The terms set forth herein are only valid if COGNOS receives an executed copy of this Rate Agreement prior to the close of business on September 29, 2006.

THE AUTHORIZED REPRESENTATIVES OF COGNOS AND CUSTOMER HAVE EXECUTED THIS RATE AGREEMENT SIGNIFYING THEIR AGREEMENT TO ITS CONTENTS.

COGNOS CORPORATION

By: [Signature]  
Name: GARY KIM  
Title: MRP. SERVICES 11/30/06

CITY OF ATLANTA

By: [Signature]  
Name: William Fitzgerald  
Title: Budget Manager, SR.

**COGNOS GENERAL SOFTWARE LICENSE,  
SUPPORT & SERVICES TERMS ("Terms")**

**1.0 GENERAL TERMS**

1.1 These Terms, effective the 31st day of May, 2005 ("Effective Date"), govern the license by Licensee of Cognos software programs in object code form ("Software"), and the related user manuals and documentation, in hard copy or electronic format ("Related Documentation"), as well as the provision of support for the Software ("Support") and other services relating to the Software ("Services"). In these Terms, unless otherwise stated, the word "Software" includes "Related Documentation".

1.2 Software, Support and Services will be provided to Licensee, pursuant to the order agreement appearing on the face of this document or in a separate or any subsequent document referencing these Terms executed by both parties ("Order Agreement"). Each Order Agreement will be subject to these Terms. Any conflict between these Terms and an Order Agreement will be resolved in favor of the Order Agreement for that Order Agreement only and any conflict between Order Agreements will be resolved in favor of the most recent.

**2.0 SOFTWARE LICENSE**

2.1 Cognos grants to Licensee a perpetual, non-exclusive, non-transferable (except as otherwise provided herein) license to use the Software described in an Order Agreement in the applicable jurisdiction. Each copy of the Software and any upgrade or new release of the Software provided to Licensee is subject to the provisions of these Terms. Cognos will deliver to Licensee a set of master media for the current version of each item of Software from which Licensee may copy the Software as licensed.

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2.4 Licensee may distribute or make the Software available to any entities over which the Licensee exercises effective control ("Affiliates"). The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of management and policies, whether through the ownership of voting shares or by contract. Additional copies/users of the Software for use by Affiliates may be either licensed by Licensee on behalf of Affiliates named in an Order Agreement (for which the Licensee will be jointly and severally liable) or an Affiliate may execute a separate Order Agreement subject to these Terms.

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3.1 Cognos will provide the level of Support for the Software set forth in the Order Agreement in accordance with the prevailing Cognos Support Guide. The Support Guide is a document issued by Cognos describing Support options and procedures and may be amended from time to time by Cognos. Any changes to the Support Guide shall become effective upon the next annual support term. Requests for Support will be directed through the Licensee's representatives to the Cognos Support Centers identified in an Order Agreement. Support will commence on delivery of the Software to Licensee. Licensee may cancel Support at any time by giving Cognos not less than 30 days written notice and Licensee shall receive a prorated refund of any unused support services after the expiration of the 30 day notice period.

3.2 Cognos will perform the Services (consulting, training, education or other Services), if any, described in an Order Agreement. Cognos may assign the performance of any Services to any contractor, with the consent of Licensee (which will not be unreasonably withheld). Cognos does not guarantee any estimates but will notify Licensee as soon as practicable if an estimate will be exceeded. Licensee may cancel any Service by providing ten (10) days written notice to Cognos. Licensee will pay for Services performed before termination and will be liable to pay for training or education cancelled, which was scheduled inside such ten (10) day period.

3.3 Cognos retains all right, title and interest in any software, documentation or other works provided or developed as a result of performing Services ("Works"). Cognos grants Licensee a perpetual, non-exclusive, non-transferable license to use and modify the Works solely for Licensee's internal purposes and not to sublicense, distribute or make available to third parties. Either party may (a) independently develop works competitive with or similar to the Works, and (b) make use of the know-how acquired, principles learned or experience gained during the performance of the Services.

3.4 For a period ending six (6) months after the completion of any Services, neither party will directly or indirectly solicit or induce away from the other any employee or sub-contractor of the other who has provided those Services.

**4.0 FEES & CHARGES**

4.1 Licensee will pay Cognos the fees, charges or other amounts specified in an Order Agreement within thirty (30) days of date of receipt of an invoice. Cognos may issue an invoice: (a) upon the shipment of Software or Related Documentation, (b) in advance of the provision of Support or Services unless otherwise set forth in an Order Agreement or applicable statement of work executed by both parties. Licensee shall pay a service charge on overdue accounts equal to the lesser of 1.5% per month or the maximum legal interest rate.

4.2 Shipping costs and all sales, value-added and other taxes relating to Licensee's payments to Cognos for Software, Related Documentation, Support and/or Services, excluding taxes on the income of Cognos, will be paid by Licensee. To the extent Licensee is claiming exemption from any applicable taxes, Licensee shall provide Cognos with a valid exemption certificate at the time each applicable Order Agreement is executed.

**5.0 CONFIDENTIAL INFORMATION**

5.1 In the course of their dealings, the parties may disclose to one another confidential information relating to their business ("Confidential Information"). Neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor will a party make use of any of the other party's Confidential Information except in the performance of rights or obligations under these Terms. Each party will use at least the same degree of care to avoid disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information, but in no event shall less than reasonable care be used.

5.2 Confidential Information does not include information: (a) generally available to or known to the public, (b) previously known to the recipient without any obligation of confidentiality, (c) independently developed by the recipient outside the scope of these Terms without any use of the other party's Confidential Information, (d) lawfully disclosed to the recipient by a third party under no obligation of confidentiality, or (e) disclosed pursuant to a valid court order or as required by a judicial court or tribunal of competent jurisdiction.

**6.0 WARRANTY**

6.1 Cognos warrants that: (a) it has the right to grant the license to use the Software as set out in these Terms; (b) for a period of thirty (30) days following the initial delivery of the Software, or of any new release of the Software, to Licensee: (i) the Software will perform in conformity with its Related Documentation, and (ii) the media provided by Cognos will be free of defects in workmanship; (c) there are no date issues that will impair the reporting of data or the proper functioning of the Software in accordance with its specifications before, during, or after the year 2000, including February 29, 2000, excluding any impairment caused, present or inherent in the data, database or native file system that the Software accesses (including, but not limited to, dates or date formats that are not century aware); (d) the Software will function in accordance with its Related Documentation in each of the currencies, including the Euro, constituting the European Monetary Union ("EMU"), and enable a user to process its data in accordance with the legal framework implementing the EMU, excluding any malfunction caused, present or inherent in the data, database or native file system that the Software accesses; (e) the Software and the medium on which it was originally provided to Licensee is free from any virus at the time of delivery; and (f) Support and Services will be provided with reasonable skill and care conforming to generally accepted software industry standards.

6.2 THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 If the above warranties are breached, Cognos will, at its option and at no cost to Licensee, (a) provide remedial services necessary to enable the Software, Support or Services to conform to the warranty, or (b) replace any defective Software or media, or (c) refund amounts paid in respect of the defective Software, Support or Services. Cognos' warranty obligations will only extend to material errors that can be demonstrated to exist in an unmodified version of the Software except where the modifications were carried out by Cognos or with its approval. Licensee will notify Cognos promptly in writing of any breach of warranty. Licensee will provide Cognos with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are the Licensee's sole remedies for breach of the above warranties.

6.4 In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over these Terms.

## 7.0 LIMITATION OF LIABILITY

7.1 Cognos will not be liable to Licensee for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs or legal expenses, in connection with the supply, use or performance of the Software or the performance of its other obligations pursuant to these Terms, even if it is aware of the possibility of the occurrence of such damages. In certain jurisdictions the foregoing limitations may not be effective, in which case the applicable law will prevail over these Terms.

7.2 In any event, the total liability of Cognos (including any licensors of products forming part of the Software) to Licensee for any claim under these Terms or any Order Agreement, whether it arises by statute, contract or otherwise, will not exceed the lesser of \$100,000 or the amounts paid to Cognos by Licensee under these Terms or any Order Agreement for the Software, Support or Services which form the subject of the claim. The foregoing limit does not apply to (i) the indemnity given in Section 9, or (ii) death or personal injury arising from negligence of Cognos, or (iii) in respect of accidental loss of or damage to Licensee's tangible property, to the extent caused by the negligence of Cognos, its employees or subcontractors. In the event of accidental loss of or damage to Licensee's tangible property, to the extent caused by the negligence of Cognos, its employees or subcontractors, the limit of liability is \$1,000,000.

## 8.0 PROPRIETARY RIGHTS

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## 10.0 TERMINATION

Either party may terminate these Terms if the other party fails to remedy a breach of any material obligation under these Terms or any Order Agreement within fifteen (15) days of receiving written notice from the other party detailing such breach. If the termination is related to other than a material breach by Licensee, Licensee shall continue to have the right to use Software licensed prior to the date of termination. Upon termination, Licensee shall continue to be liable for any obligations arising, liabilities accrued or amounts payable under all Order Agreements executed prior to termination. In addition to any other remedies, Cognos may seek injunctive relief for any breach of these Terms or any Order Agreement by Licensee (or any Affiliate). Sections 2, 3.1, 5, 7, 8 and 11 of these Terms shall survive the termination of this Agreement.

## 11.0 AUDIT RIGHTS

Licensee will keep accurate records of the number of copies of the Software made and distributed, the number of end users of the Software and their location. Cognos may enter Licensee's premises during business hours on five

(5) business days notice for the purpose of examining, or having examined (at Cognos' own expense), Licensee's relevant books, records and computers to verify Licensee's fulfillment of its obligations under these Terms and/or any applicable Order Agreement.

## 12.0 GENERAL

12.1 All notices pursuant to these Terms will be in writing and given by hand delivery, registered mail or certified mail (postage prepaid) to the other party at the address appearing on the Order Agreement. Licensee will promptly give written notice of any change in its address or addressee. Notices will be deemed to be received on delivery or on the fifth (5th) business day after mailing, as the case may be.

12.2 No delay or failure in exercising any right under these Terms, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under these Terms. No consent to a breach of any express or implied term set out in these Terms constitutes a consent to any subsequent breach.

12.3 If any provision of these Terms is, or becomes, unenforceable, it will be severed from these Terms and the remainder of these Terms will remain in full force and effect.

12.4 These Terms are binding upon and will inure to the benefit of both parties, and their respective successors and assigns. Either party may assign or otherwise transfer its rights under these Terms to a third party ("assignment") on the condition that (a) the third party delivers to the non-assigning party a duly executed document agreeing to be bound by these Terms and (b) the assignment is part of a bona fide internal corporate reorganization or an arm's length commercial transaction. Despite the foregoing, if all or part of the Licensee's business is acquired by a third party (by way of asset or share purchase, merger or amalgamation) or if it becomes an Affiliate of a third party, the scope and effect of these Terms and any Order Agreement(s) will be limited (a) to the business carried on by the Licensee and its Affiliates prior to the acquisition, and (b) to the total number of copies or users of Software actually deployed by Licensee immediately prior to either of the foregoing events.

12.5 This agreement, consisting of the Terms and all Order Agreements referencing the same, and any matters relating to it, will be governed, construed and interpreted in accordance with the laws applicable in the Commonwealth of Massachusetts, excluding its law relating to conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods (and any legislation implementing such Convention).

12.6 Licensee will ensure that, to the extent permitted hereunder, the Software (and any direct products thereof) is exported or re-exported in compliance with applicable statutes or regulations (including U.S. export laws) relating to the country of destination, or to the users or uses of the Software.

12.7 This agreement, consisting of the Terms and all Order Agreements referencing the same, is the entire understanding and agreement between Licensee and Cognos with respect to the Software, and it supersedes all prior negotiations, commitments and understandings, verbal or written, any purchase order issued by Licensee and any terms (in any form or medium) provided with or in the Software. These Terms or an Order Agreement may only be amended or otherwise modified by written agreement signed by the authorized signatories of both parties.

12.8 Cognos has deposited the source codes of the Software in escrow. Licensee shall become a beneficiary under the agreement between Cognos and the escrow agent upon execution of these Terms. Licensee may be required to pay a nominal annual fee to become a beneficiary under the escrow agreement. Licensee shall have the right to receive the source code of the Software licensed hereunder upon Cognos (i) filing a petition for liquidation via bankruptcy or an assignment for the benefit of creditors; (ii) ceasing normal business operations; or (iii) failing to provide support for the Software required under a valid maintenance agreement between Cognos and Licensee for a fifteen day period after receipt of written notice by Cognos from Licensee.

12.9 At such time as these Terms and any Order Agreement become effective, the Licensee authorizes Cognos to use Licensee's name in a press release or similar communication referring to the license of the Software by the Licensee. Any additional information relating to the license of the Software shall be reviewed and approved by Licensee prior to publication.

IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF COGNOS AND LICENSEE HAVE EXECUTED THESE TERMS AS OF THE EFFECTIVE DATE.

COGNOS CORPORATION

By: K.P.S.  
Kevin P. Shone

Name: Sr. Corporate Counsel/Secretary

Title: \_\_\_\_\_

CITY OF ATLANTA

By: Adam L. Smith

Name: Adam L. Smith

Title: Chief Procurement Officer

03-*R*-0608

(Do Not Write Above This Line)

A RESOLUTION BY FINANCE/  
EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE  
MAYOR TO EXECUTE A CONTRACTUAL  
AGREEMENT WITH GEAC ENTERPRISE  
SOLUTIONS, INC., FOR THE CITY OF  
ATLANTA'S MARS/G FINANCIAL SYSTEM  
HARDWARE/SOFTWARE UPGRADE  
PURSUANT TO CITY CODE SECTION  
2-1191; TO AUTHORIZE NOT MORE THAN  
2300 HOURS OF CONSULTING SERVICES  
TO INSTALL AND MAINTAIN THE UP-  
GRADE IN AN AMOUNT NOT TO EXCEED  
\$662,694; FOR A TERM OF ONE YEAR;  
ALL COST TO BE PAID FROM APPRO-  
PRIATE FUND ACCOUNT, AND CENTER  
NUMBERS.

ADOPTED BY

MAY 05 2003

COUNCIL

SUBSTITUTE

- ☐ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER

Date Referred

Referred To:

## First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Refer to \_\_\_\_\_

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

ON SUBSTITUTION

ON SUBSTITUTION

ON SUBSTITUTION

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ON SUBSTITUTION

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Members

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Members

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Members

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

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Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Members

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Members

Refer To

## COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd  
 Readings

☐ Consent ☐ V Vote ☒ RC V

CERTIFIED

CERTIFIED  
 MAY 05 2003

ATLANTA CITY COUNCIL PRESIDENT

*Latrice W. Woodard*

CERTIFIED  
 MAY 05 2003

*K. B. B.*

ATLANTA CITY COUNCIL CLERK

## MAYOR'S ACTION

*Shirley*  
 MAY 13 2003

ACTION



CITY COUNCIL  
ATLANTA, GEORGIA

03- P-0608

A SUBSTITUTE RESOLUTION BY  
FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH GEAC ENTERPRISE SOLUTIONS, INC. FOR THE CITY OF ATLANTA'S MARS/G FINANCIAL SYSTEM HARDWARE/SOFTWARE UPGRADE PURSUANT TO CITY CODE SECTION-2-1191; TO AUTHORIZE NOT MORE THAN 2300 HOURS OF CONSULTING SERVICES TO INSTALL AND MAINTAIN THE UPGRADE IN AN AMOUNT NOT TO EXCEED \$662,694 FOR A TERM OF ONE YEAR; ALL COSTS TO BE PAID FROM APPROPRIATE FUND ACCOUNT, AND CENTER NUMBERS.

WHEREAS, the City of Atlanta's MARS/G Financial System was originally purchased from Management Science America (MSA) in 1984 and MSA designed, engineered, developed the source code, installed and maintained the system; and

WHEREAS, GEAC subsequently acquired the source code and assumed all rights and responsibilities to maintain the City's MARS/G Financial System in 1996; and

WHEREAS, GEAC has been continuously providing support and maintenance to the City's MARS/G Financial System; and

WHEREAS, GEAC owns the source code and all proprietary rights and has maintained the MARS/G Financial System upon which the City relies to provide financial and accounting support for all City agencies for the past several years; and

WHEREAS, GEAC has proposed a turn key hardware/software upgrade to the MARS/G screens, install a data warehouse which will include a new budget system and to provide consulting services to install, train and to maintain the financial system; and

WHEREAS, the proposed hardware/software upgrade will extend the technology life of the financial system by approximately five years, improve efficiency and enhance the City's accounting system; and

WHEREAS, the Department of Procurement has determined that GEAC's services in connection with this Agreement constitute a sole source pursuant to City Code Section 2-1191 in as much as GEAC is the only authorized vendor to install the upgrade and to perform maintenance on the MARS/G Financial System; and



WHEREAS, the City and GEAC Enterprise Solutions, Inc. desire to enter into an appropriate contractual agreement reflecting this upgrade and consulting services; and

WHEREAS, the Departments of Finance and Information Technology have recommended that this transaction is in the best interest of the City;

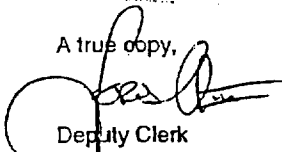
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement in an amount not to exceed \$662,694 on behalf of the City with GEAC Enterprise Solutions, Inc. for the hardware/software upgrade to the MARS/G Financial System and to provide at least but not more than 2,300 hours of consulting services for a term of one year.

SECTION 2: That any such agreement including any related documentation shall not become binding upon the City and the City shall incur no obligation upon the same until such agreement has been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

SECTION 3: That all costs associated with this transaction shall be charged to and paid from the following fund, account and center numbers: Fund, Account and Center Number: 2M01 524001 E13001 in an amount not to exceed \$233,704, and Fund, Account and Center Number: 1C28 575001 T31K02039993 in an amount not to exceed \$428,990. All expenses will be charged directly back to user Departments.

A true copy,

  
Deputy Clerk

ADOPTED by the City Council  
APPROVED by the Mayor

May 5, 2003  
May 13, 2003

RCS# 4681  
5/05/03  
4:00 PM

Atlanta City Council

Regular Session

03-R-0608

Contact with MARS/G Financial System  
Hardware/Software Upgrade  
ADOPT ON SUB

YEAS: 10  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 5  
EXCUSED: 0  
ABSENT 1

NV Smith	Y Archibong	Y Mocre	Y Mitchell
Y Starnes	Y Fauver	Y Martin	NV Norwood
NV Young	Y Shook	Y Maddox	Y Willis
B Winslow	Y Muller	NV Boazman	NV Woolard

03-R-0608



**CONDITION FOR APPROVAL FORM**  
**(TO ACCOMPANY LEGISLATION)**

COMMITTEE: FIN/EXEC

DATE: 4/30/3

ORDINANCE # \_\_\_\_\_ RESOLUTION # 03-R-0608

REQUESTED BY: Fm/Exec

DIRECTED TO: Office of Contract Compliance

NATURE OF CONDITION FOR APPROVAL:

What minority participation in conjunction w/  
the contract agreement

WHEN IS THIS INFORMATION DUE, AND TO WHOM?

Before Full Council meeting 5/4/3

WILL THIS RESULT IN AN AMENDMENT TO THE LEGISLATION?

YES ( ) NO (✓)

WILL THIS RESULT IN A SUBSTITUTE TO THE LEGISLATION?

YES ( ) NO (✓)

HAS THIS INFORMATION BEEN RECEIVED? YES ( ) NO ( )

DATE OF RECEIPT: \_\_\_\_\_



Shirley Franklin  
MAYOR

**CITY OF ATLANTA**  
55 Trinity Avenue, SW, Suite 1790  
Atlanta, GA 30303  
(404) 330-6204 • Fax (404) 658-7705  
Internet Home Page: [www.ci.atlanta.ga.us](http://www.ci.atlanta.ga.us)

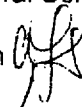
DEPARTMENT OF PROCUREMENT

Adam Lorenzo Smith  
Chief Procurement Officer

March 24, 2003

**MEMORANDUM**

TO: FC "Chick" Vossen  
Office of General Services

FROM: Adam L. Smith 

RE: Sole Source Designation

I am in receipt of your request for a sole source designation in connection with the City of Atlanta's (the "City") Financial System ("MARS/G") to designate GEAC Enterprise Solutions, Inc. ("GEAC") as the sole provider to upgrade both hardware and software modifications to the MARS/G system. According to your request, GEAC has the necessary expertise to modify and upgrade the MARS/G system. I requested additional information on the GEAC Systems and discovered, among other things, the following:

1. The City purchased the software and hardware through a competitive bid in 1984 and selected Management Science America ("MSA").
2. MSA designed, engineered and developed the source code, installed the system and has maintained the system.
3. In 1996 GEAC purchased the source code and all proprietary rights which include title to, interest in all developed computer programs including all related documentation, information and license to the MARS/G system.
4. GEAC has maintained the MARS/G system since 1996.
5. The City cannot at this time make the capital investment to replace the existing financial system.

Based on the above, I have determined that your request meets the provisions of §2-1191, Sole Source Procurement, of the Atlanta Code of Ordinances, and that GEAC Enterprise Solutions, Inc. is uniquely qualified to provide the necessary and appropriate upgrades and modifications to the existing MARS/G system.

The Department of Procurement will prepare the legislation for approval by Council.

If you have any questions please give me a call at (404) 330-6204.



**CITY OF ATLANTA**

**SHIRLEY FRANKLIN**  
MAYOR


55 TRINITY AVENUE, SW, SUITE 1225  
ATLANTA, GEORGIA 30303  
(404) 330-6225 - FAX (404) 658-7787  
Internet Home Page: [www.ci.atlanta.ga.us](http://www.ci.atlanta.ga.us)

**OFFICE OF GENERAL SERVICES**  
Deborah Scott Brooks  
Director

March 6, 2003

**MEMORANDUM**

**TO:** Adam Smith, CIO  
Department of Procurement

**FROM:** FC "Chick" Vossen   
Office of General Services

**SUBJECT:** Sole Source Designation for GEAC Enterprise Solutions

The Office of General Services, on behalf of the Departments of Finance and Information Technology request that GEAC Enterprise Solutions, Inc. be designated the sole source provider for a hardware/software up-grade to the MARS/G Financial System and to provide not more than 2,500 hours of consulting services to install and maintain the MARS/G Financial System.

The City of Atlanta's Financial System (MARS/G) was competitively bid in 1984 and Management Science America, Inc. (MSA) was selected as the contractor. MSA designed, engineered, developed the source code, installed and maintained the system. At some unknown date the source code and all rights were sold to Dun and Bradstreet Software. GEAC purchased the source code and all rights in 1996. GEAC has had a contract to maintain the financial system since 1996.

GEAC has proposed to up-grade the MARS/G screens, install a data warehouse which will include a new budget systems and to provide consulting services to install, train and maintain the up-graded financial system.

Since GEAC owns the source code, and all proprietary rights (title to, interest in all developed computer programs including all related documentation, information and licenses) it is in the best interest of the City to purchase the proposed hardware/software upgrade and to continue the consulting services to maintain the MARS/G Financial System.

Purchasing the proposed hardware/software upgrade will extend the technology life of the financial system by approximately five years, improve efficiency and enhance the City's accounting system.

February 14, 2003

Page 2

To replace the City's current financial system would be very costly and time consuming. Therefore, The Office of General Services along with the Departments of Finance and Information Technology request a sole source designation for GEAC to upgrade and maintain the current MARS/G system.

cc: Jules Maderos  
Lee Hannah  
Deborah Scott Brooks  
Felicia Strong-Whitaker



## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

DEPARTMENT OF FINANCE  
68 MITCHELL STREET, SW, SUITE 13100  
ATLANTA, GEORGIA 30335-0315  
TEL: (404) 330-6450 • FAX: (404) 658-7378

RICHARD J. ANDERSON  
Interim CHIEF FINANCIAL OFFICER

BUREAU OF  
FINANCIAL ANALYSIS

REGINALD GRANT  
DIRECTOR

[rgrant@ci.atlanta.ga.us](mailto:rgrant@ci.atlanta.ga.us)

**To:** Adam Smith, CPO  
Department of Procurement

**From:** Reggie Grant, Acting Deputy CFO *RG*  
Department of Finance

**Date:** March 21, 2003

**Subject:** Sole Source Request For GEAC

Some months ago, the Chief Financial Officer asked Chick Vossen to look at ways to modernize the MARS/G screens and better automate the City's Accounting System.

GEAC, the owner of the source code for our Accounting System (MARS/G) had three products that would update and improve MARS/G. The three products are as follows:

1. GUI Interface – this will enable the City to get away from the old screen configuration to a Microsoft type screen configuration. This will make it much easier to train people on MARS/G and make MARS/G much more efficient.
2. A Data Warehouse (Congnos Finance) which will automate our present Accounting Systems and allow managers to update and balance fund balances from their desk top computers rather than wait for batch runs.
3. A Budgeting Option. This will enable finance to post more than one budget option and look at "what if" scenarios.

Finance Department staff has reviewed all of these products and agree that this upgrade would greatly improve efficiency and enhance the City's Accounting System. Therefore the Department of Finance fully supports and strongly recommends that GEAC be designated as the sole source for the MARS/G upgrade. This upgrade will be funded by Finance.